

**EASEMENT AGREEMENT
FOR PEDESTRIAN/BICYCLE BRIDGE, TRAILS AND RELATED IMPROVEMENTS,
SIGNAGE AND MAINTENANCE
IN THE VICINITY OF THE HUNTINGTON/LEIGHTON STREET BRIDGE,
LINCOLN, NEBRASKA**

This Easement Agreement ("Agreement") is made and entered into by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate of the State of Nebraska and governing body of the University of Nebraska-Lincoln ("UNL"), and the CITY OF LINCOLN, NEBRASKA, a political subdivision of the State of Nebraska ("City").

RECITALS

- A. The City is a political subdivision with the authority to construct and maintain public roads and trails, including the authority to acquire right-of-way and easements for such purposes;
- B. UNL is a public body corporate with the authority to construct and maintain roads and trails for University purposes, including the authority to acquire easements for such purposes.
- C. The parties have been in discussions that will allow by grant of easement from the City to UNL to attach a pedestrian bridge (for the bike trail) onto the existing Huntington/Leighton vehicle bridge which spans the channel (Ped Bridge) and to allocate on-going snow removal costs or obligations for the same.
- D. The parties desire to record and implement the Ped Bridge easement with the intent that the benefits, duties and obligations run with the land and shall be binding on future owners, if any, to the extent allowed by law.

NOW, THEREFORE, in consideration of the following terms and conditions, the parties mutually agree as follows:

Section 1. Intent. UNL and the City enter into this Agreement to provide for the construction and operation of the Ped Bridge in accordance with the diagram and descriptions attached as Exhibit "A" and incorporated by this reference, including the right for UNL and the City to enter into and go upon the same for such purposes, culminating in the end use of the Ped Bridge as a public trail within the City Trails Network, subject to the same laws, ordinances, rules and use restrictions applicable thereto.

Section 2. Duration. The duration of this Agreement shall be for so long as the vehicle bridge improvements exist; provided that the University is bound only to the extent of ownership in the lands adjacent to the site as of the date of this Agreement, and the sale or transfer of the same shall result in an equitable adjustment of any related duties and obligations.

Section 3. Administrators. The City Public Works Director is hereby designated as Administrator for the City. The Assistant Vice Chancellor for Facilities Management and Planning of UNL is hereby designated as Administrator for UNL. The Administrators shall be charged with implementing this Agreement and preparing the

billings and payments for the same. The Administrators shall have the authority to amend and adapt the provisions of "Exhibit A" by written amendment thereto, signed by both parties, to conform to the intent of this Agreement and to meet changing conditions or circumstances (including sale and transfer of a portion of UNL property); Provided, that annual reports of the costs and expenses under this Agreement shall be reported to the City Treasurer and the UNL Vice Chancellor for Business and Finance. Unless specifically provided otherwise in this Agreement, all approvals and administrative matters shall be approved and determined by the Administrators. The Administrators shall be entitled to rely on the approval of their respective counterpart Administrator as constituting the approval or determination of the same as provided in this Agreement. It is the intent of both parties that to the fullest extent allowed by law, the obligations of this agreement shall run with the land and continue for any subsequent owner, successor or assign of the UNL property unless otherwise agreed by the parties in writing or until terminated under section 12.

Section 4. Grant of Easement. In connection with and in consideration of the terms and conditions of this Agreement, the City has executed the Ped Bridge easement, as more particularly described in the easement attached hereto as "Exhibit B" and incorporated by this reference .

Section 5. Performance by UNL. UNL shall perform, or cause to be performed, as appropriate, the following tasks at its sole expense:

- (a) Install and construct the Ped Bridge as located and generally provided in "Exhibit A."
- (b) Snow and ice removal on the Ped Bridge and the Trail on Public right of way leading to said Ped Bridge shown in "Exhibit B."

Section 6. Performance by City. City shall perform, or cause to be performed, as appropriate, the following tasks at its sole expense:

- (a) Accept, own, operate and maintain (except for snow and ice removal) Ped Bridge as a part of the City's right of way.
- (b) Labor and incidental costs incurred to integrate the Ped Bridge into the City Trails network.
- (c) Otherwise coordinate and administer this Agreement through the office of the City Public Works Department.

Section 7. Conflict of Interest. No elected official or any officer or employee of City or University shall have a financial interest, direct or indirect, in this Agreement.

Section 8. Discrimination. Neither UNL nor City shall, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, national origin, political beliefs or affiliations in violation of federal or state laws.

Section 9. Amendment. This Agreement may be amended in writing signed by the City and UNL.

Section 10. Cost Containment and Liability Provisions. The parties agree to use their respective best efforts to minimize costs and efficiently administer this

Agreement. This Agreement shall not be construed as a joint venture or partnership and no separate entity is created hereby. Each party shall be responsible only for its own acts and omissions and not the acts or omissions of the other party. In this connection, UNL shall hold harmless and defend the City against any damages or causes of action, including attorney's fees, arising out of or related to the negligent acts, errors or omissions of UNL in connection with this Agreement. Likewise, the City shall hold harmless and defend UNL against any damages or causes of action, including attorney's fees, arising out of or related to the negligent acts, errors or omissions of the City in connection with this Agreement. As used in this Section, references to UNL and City shall include their respective employees, agents, officers and elected officials. As used in this Section, references to negligent acts, errors or omissions shall also include improper acts, errors or omissions involving greater than ordinary negligence where applicable or as determined by a court of competent jurisdiction.

Section 11. Provisions of Law. Nothing in this Agreement shall be interpreted to cause, permit or otherwise allow any change to the public nature of the Ped Bridge or except the same from the applicable law and city ordinances related to the same. This Agreement shall not relieve any obligation or responsibility imposed by law on either of the parties.

Section 12. Termination. This agreement may be terminated by written agreement between the parties. In addition, this Agreement may be terminated at any time for cause constituting a material breach of the terms and conditions of this Agreement, provided that the terminating party gives the other party written notice identifying the cause for termination and a 30 day period to cure the same. After initial construction, each party anticipates using its own forces and equipment to fulfill its obligations under this agreement, and in the event equipment is loaned between the parties, the reasonable actual costs for the same shall be reimbursed in a timely fashion without creating any interest in the loaned property.

Section 13. Miscellaneous. The instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendment, deletions, or additions shall be made to this Agreement except in writing.

EXECUTED this ____ day of _____, 2007.

**CITY OF LINCOLN, NEBRASKA,
a political subdivision**

Mayor Chris Beutler

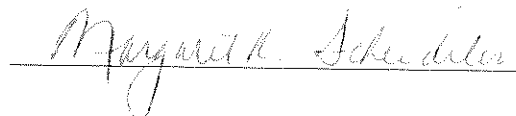
ATTEST:

City Clerk

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA,
a public body corporate of the State of
Nebraska**


Christine Jackson, Vice Chancellor

ATTEST:

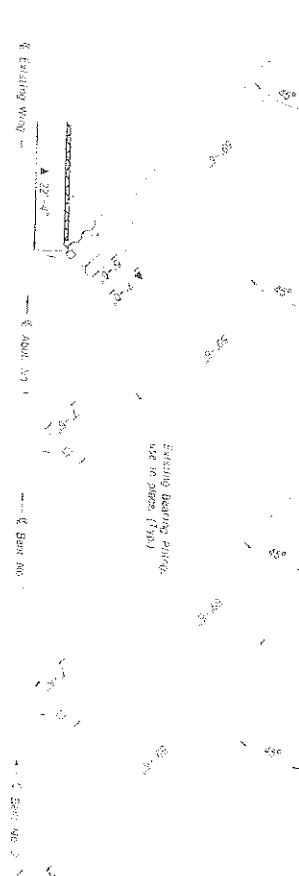


INDEX

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EXHIBIT "A"

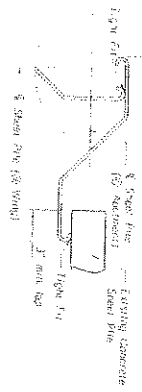
& Abutment No. 1
 Sta. = 99+42.50
 34'-0"
 & Bent No. 1
 Sta. = 99+77.00
 46'-0"
 & Bent No. 2
 Sta. = 100+22.00
 34'-0"
 & Existing Structure
 Sta. = 100+22.00



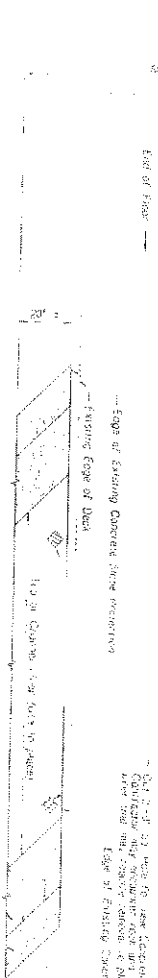
PILE LAYOUT

PILE DATA					PILE TYPE
LOCATION	PILE NUMBER	CUT-OFF ELEVATION	MINIMUM ELEVATION BELOW CUT-OFF (feet)	MINIMUM LENGTH (feet)	
Abutment No. 1	AK	56	56	46	Concrete
Bent No. 1	AK	56	56	46	Concrete
Bent No. 2	AK	56	56	46	Concrete
Abutment No. 2	AK	56	56	46	Concrete

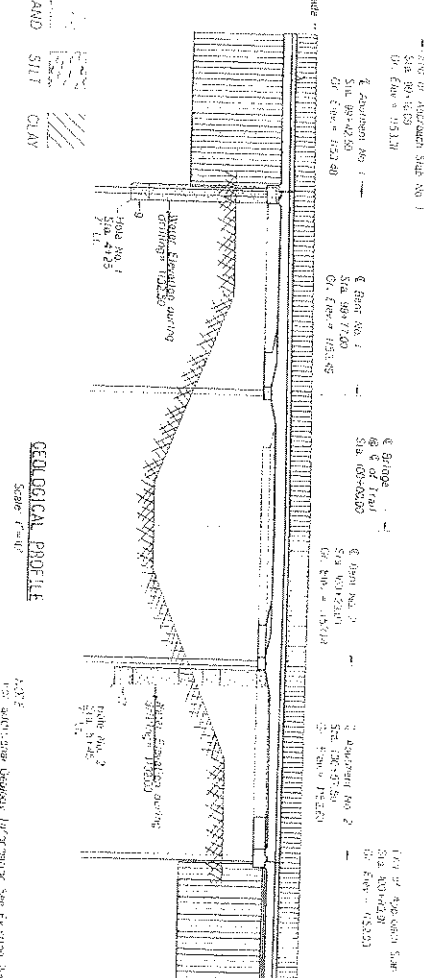
A. CONSTRUCTION MATERIAL SHALL BE FOR
 STEEL AND CONCRETE AND THE REINFORCED
 CONCRETE SHALL BE FOR STEEL PILE.



SHEET PILE CORNER DETAIL (TYP.)



PLAN OF CONCRETE SLOPE PROTECTION



GEOLOGICAL PROFILE

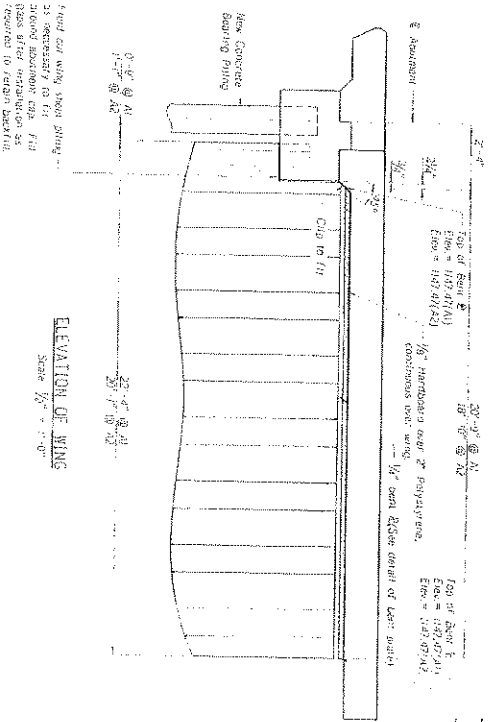
Scale: 1" = 10'
 1" = 10' (Horizontal)
 1" = 10' (Vertical)

The quantity of concrete shall be determined by the volume of the concrete structure. The quantity of steel reinforcement shall be determined by the weight of the steel reinforcement.

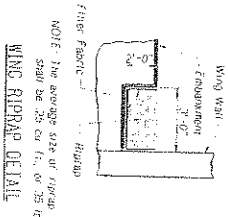
The concrete shall be placed in a single lift. The concrete shall be placed in a single lift. The concrete shall be placed in a single lift.

The concrete shall be placed in a single lift. The concrete shall be placed in a single lift. The concrete shall be placed in a single lift.

AL-1 Abutment No. 1
AL-2 Abutment No. 2



ELEVATION OF WING
Scale 1/2" = 1'-0"



NOTE: The average size of riprap shall be 24 cu ft, or 24 cu ft.

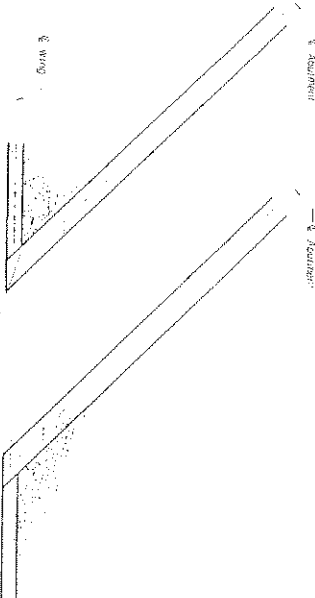
WING RIPRAP DETAIL

The Granular Backfill in this area shall be placed in 5' lifts, compacted by a single pass of a vibratory plate compactor. The granular backfill shall not be used in this area. The granular backfill with water is not allowed.

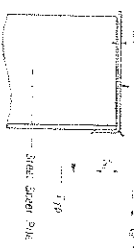
PLAN OF GRANULAR BACKFILL

ABUTMENT NO. 1

ABUTMENT NO. 2



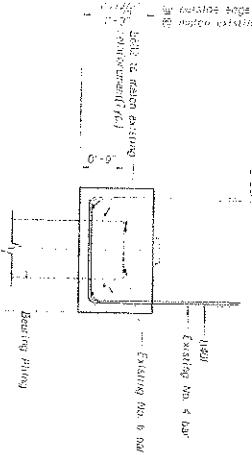
DETAIL OF BENT PLATE



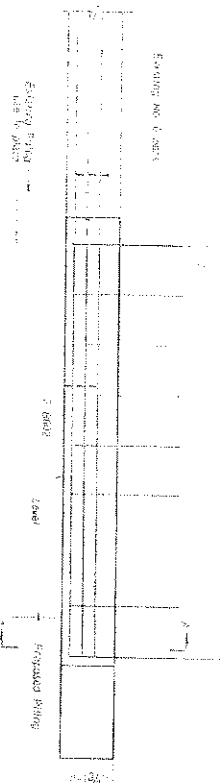
NOTE:

9602 Bents shall be extended by means of a mechanical bar splice. See item 9 of 12 for Mechanical Bar Splice Detail and Mechanical Bar Splice Detail.

SECTION "A-A"

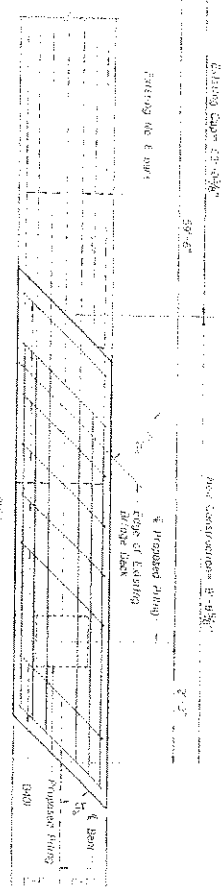


ELEVATION OF BENT CAP EXTENSION



NOTE: The bent cap extension shall be constructed in accordance with the design of the bent cap extension.

PLAN OF BENT CAP EXTENSION



NOTE: The bent cap extension shall be constructed in accordance with the design of the bent cap extension.



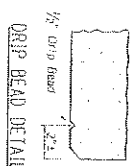
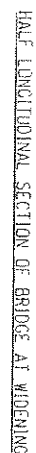
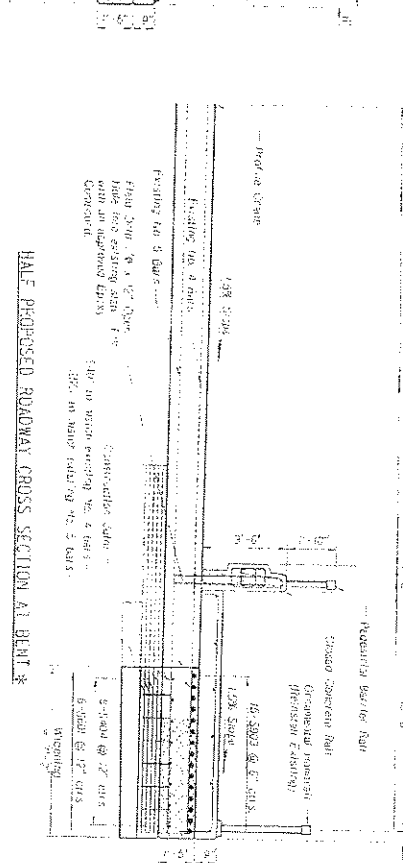
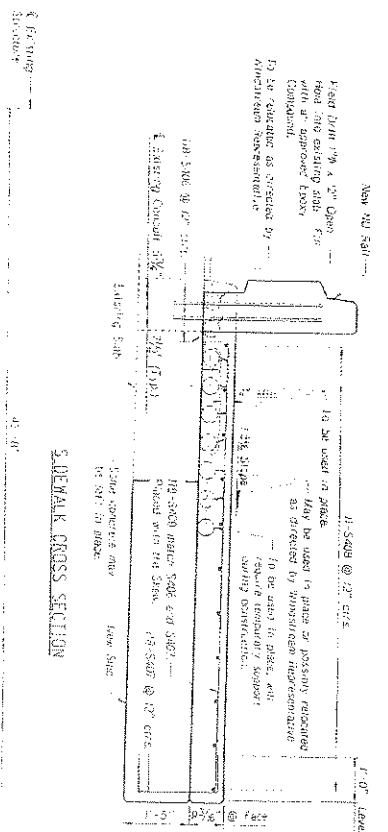
CLARK ENERSEN PARTNERS
35450 48TH STREET, SUITE 4
LAKELAND, FL 33606
(813) 948-1000
www.clarkersen.com

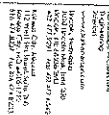
DR. Lisa Dwyer
PROFESSIONAL ARCHITECT
S.N. 06254, JAC
P.N. 07705, JAC
C.N. 07754
TCBP No. 08/21-05
October 2007



5 of 12
Abutment Details,
Granular Backfill
Details and Bent
Plan and Elevation

C1.5





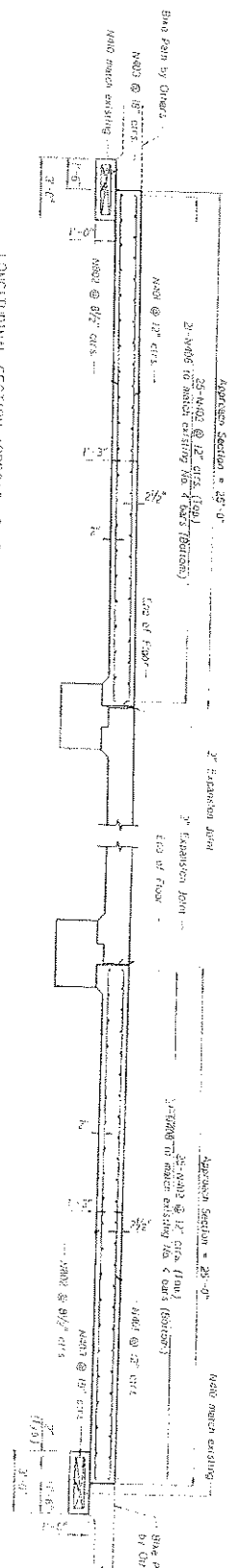
3555 S.E. 25TH ST SUITE 1
LINCOLN, NE 68503
4027583-5106
www.sportshelter.com

ICEP NO.: 000-27-00
Date: 2/97

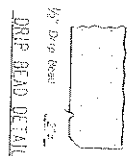


8
9
10
11

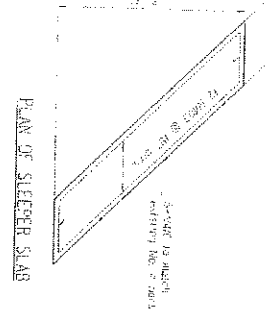
Approach Slab



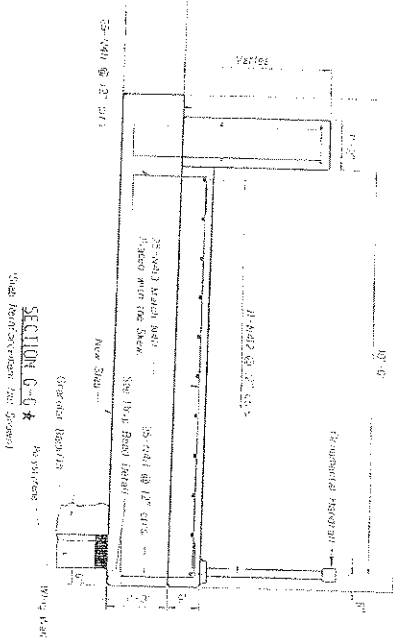
LONGITUDINAL SECTION APPROACH SLAB NO. 1



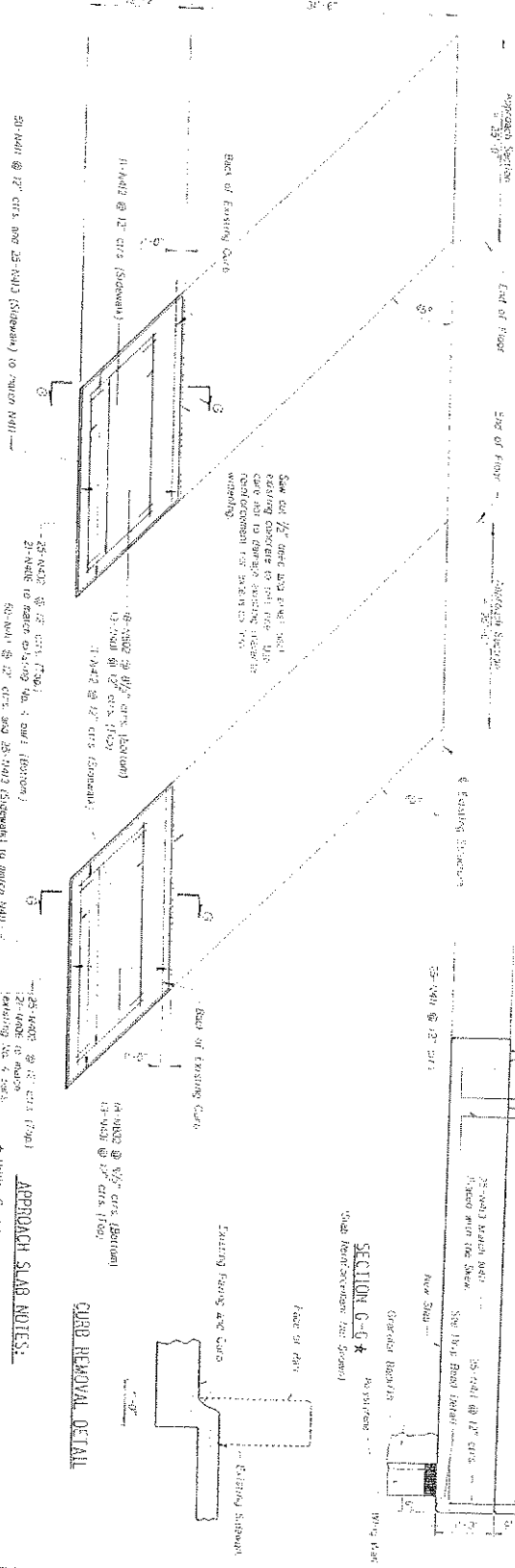
DRIP BEAD DETAIL



PLAN OF SLEEPER SLAB



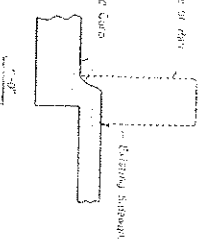
LONGITUDINAL SECTION APPROACH SLAB NO. 2



APPROACH SECTION NO. 1 ★

APPROACH SECTION NO. 2 *

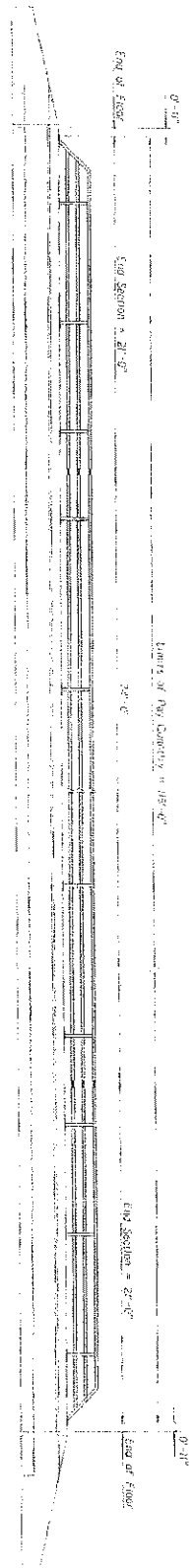
APPROACH SLAB NOTES:



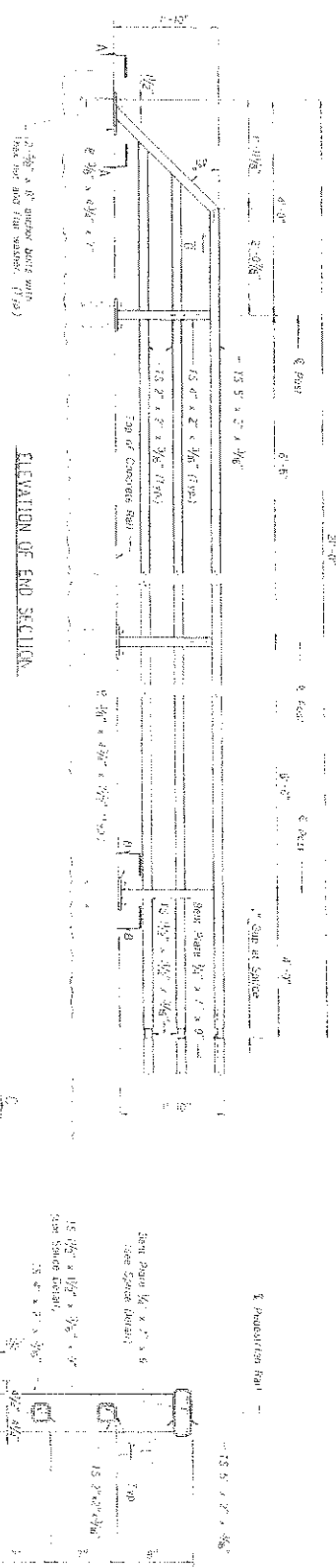
CURE REMOVAL DETAIL

See Sheet 7 of 12 for placement of reinforcement.

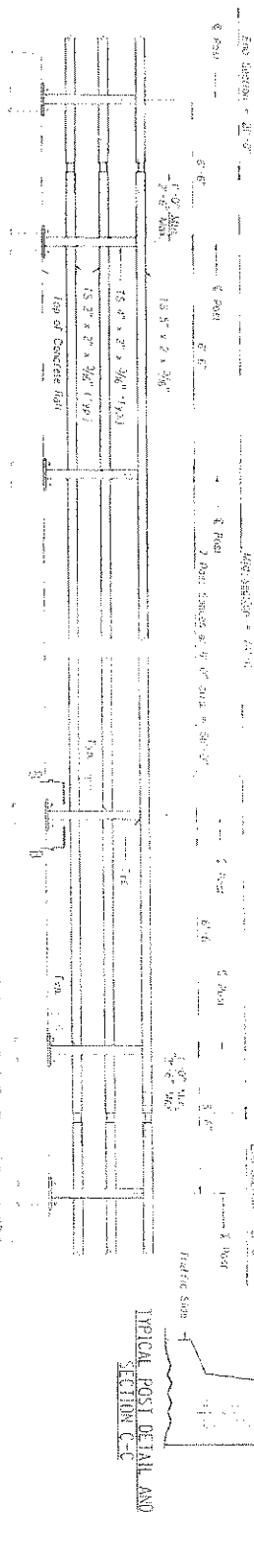
The expansion gap between adjacent sections and joining sections shall be closed off by foreign matter, before the installation of the expansion device in the filler material.



PEDESTRIAN BARRIER RAIL LAYOUT

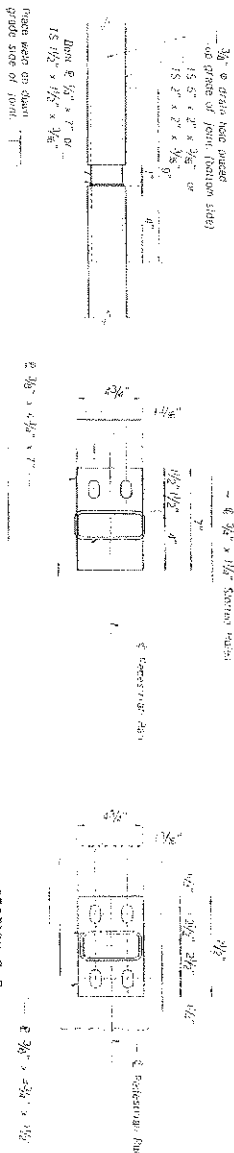


ELEVATION OF END SECTION



ELEVATION OF MID-SECTION

TYPICAL POST DETAIL AND SECTION C-C



SPLICE DETAIL

SECTION A-A

SECTION B-B

NOTES

1. All dimensions are measured along the rail.
2. Structures using the pedestrian barrier rail shall conform to the requirements of ASTM A551, except that the structural steel shall be the requirements of ASTM A551, except that the structural steel shall be the requirements of ASTM A551.
3. The barrier shall be fabricated according to the requirements of ASTM A551.
4. Pedestrian barrier rail posts shall be set into structural steel using the pedestrian barrier rail post and a minimum length of 2'-0" into the structural steel. All areas of pedestrian barrier rail fabrication shall be painted with a minimum of 2 coats of paint.
5. All areas of pedestrian barrier rail fabrication shall be painted with a minimum of 2 coats of paint.

3000 N. 10th Street, Suite 200
 Lincoln, NE 68504
 (402) 441-1100
 www.clarkersen.com

Special Engineers
 3000 N. 10th Street, Suite 200
 Lincoln, NE 68504
 (402) 441-1100
 www.clarkersen.com

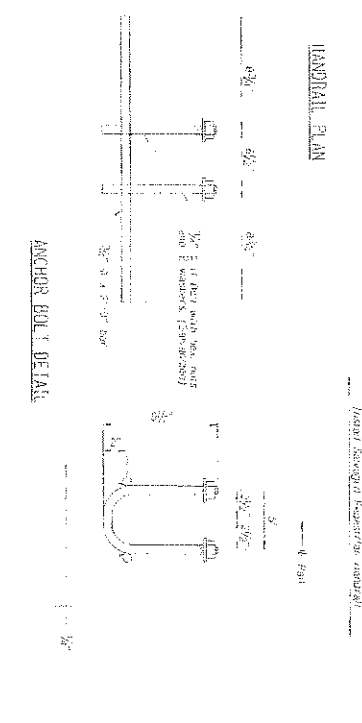
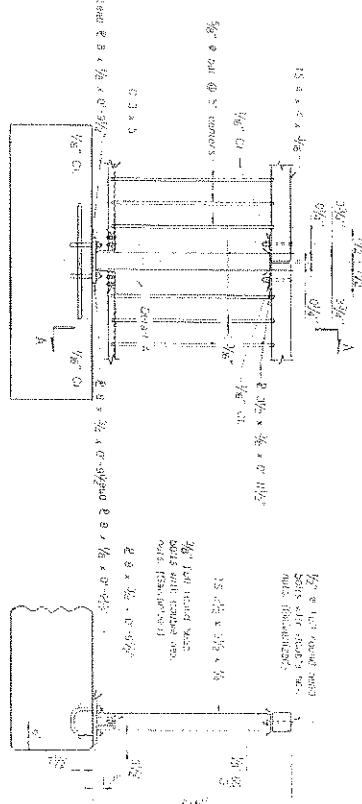
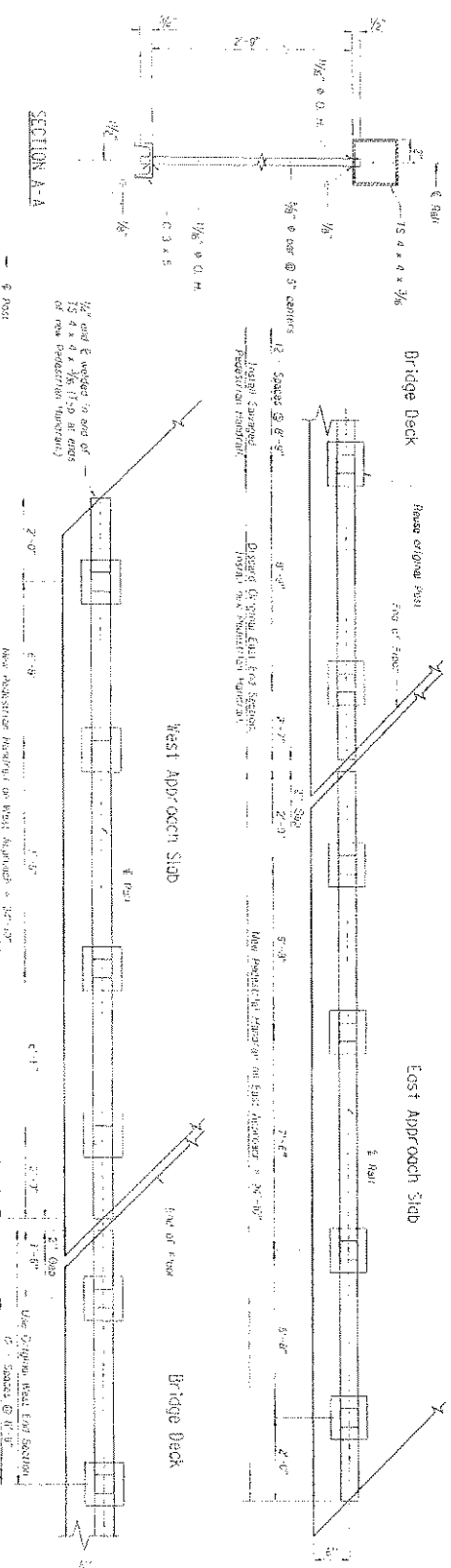
City of Lincoln
 Department of Public Works
 S.N.: 0000000000
 P.N.: 0000000000
 C.N.: 0000000000
 TCEP NO.: 0000000000



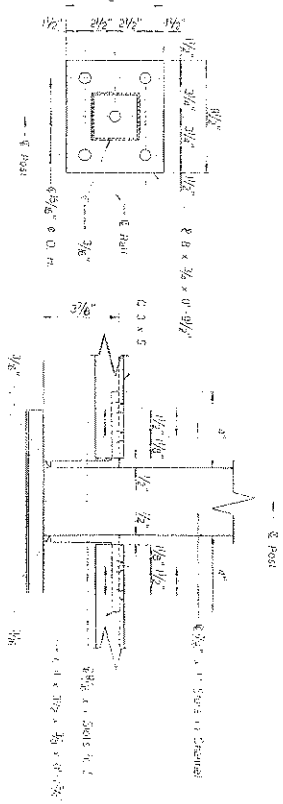
10 of 12

Ornamental Handrail

C1.10

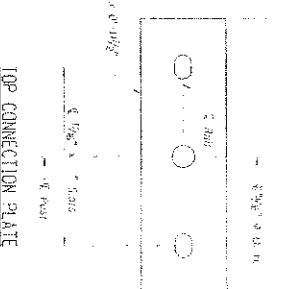


TYPICAL ELEVATION OF PEDESTRIAN HANDRAIL



BOTTOM CONNECTION PLATE

DETAIL A



TOP CONNECTION PLATE

NOTES

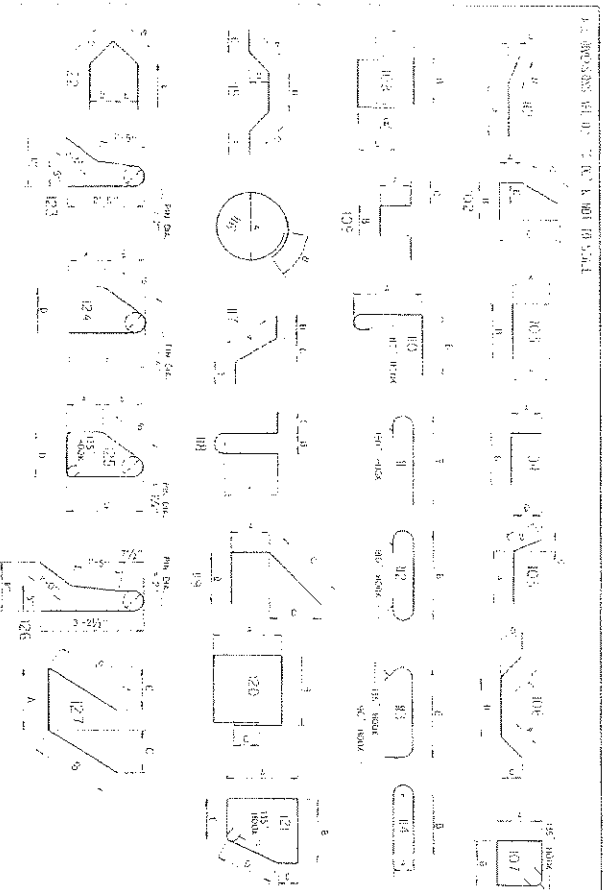
1. All dimensions and structural steel tubing shall meet the requirements of ASTM A500 Grade B.
2. Posts and base shall meet the requirements of ASTM A36.
3. Posts, rails, and welds shall conform to ASTM A575 Grade 60.
4. Material for railing assembly, after fabrication, shall be galvanized according to the requirements of ASTM A653.
5. Steel Pedestrian Rail shall be measured by the linear foot. The quantity for which payment shall be made will be the linear feet of new steel Pedestrian Rail shall be paid for at the contract unit price per linear foot for the item "Ornamental Handrail". The price shall be full charge for all materials, labor, fabrication, shopwork, transportation, storage and erection.
6. Steel Pedestrian Rail shall be set to provide line, post and balusters, when the set is placed.
7. Install new anchor bolts and new base plates at all post locations.
8. Remove Original Handrail placed along existing wings.

Appendix 510a and 510a-2a			
WAB2	36	26-1'	51c
WAB1	26	26-1'	51c
WAB2	50	65-10'	51c
WAB3	24	8'-27'	602
WAB4	12	10-18'	51c
WAB5	10	16-10'	51c
WAB1	10	13-6'	1'-6'
WAB1	10	13-6'	1'-6'
WAB1	22	23-1'	51c
WAB1	50	14'-2'	51c

[illegible]

Model	Year	Length	Beam	Depth	Displacement	Speed	Range	Endurance	Armament	Notes
2001	1901	100	10	10	1000	10	1000	10	10	
2002	1902	100	10	10	1000	10	1000	10	10	
2003	1903	100	10	10	1000	10	1000	10	10	
2004	1904	100	10	10	1000	10	1000	10	10	
2005	1905	100	10	10	1000	10	1000	10	10	
2006	1906	100	10	10	1000	10	1000	10	10	
2007	1907	100	10	10	1000	10	1000	10	10	
2008	1908	100	10	10	1000	10	1000	10	10	
2009	1909	100	10	10	1000	10	1000	10	10	
2010	1910	100	10	10	1000	10	1000	10	10	
2011	1911	100	10	10	1000	10	1000	10	10	
2012	1912	100	10	10	1000	10	1000	10	10	
2013	1913	100	10	10	1000	10	1000	10	10	
2014	1914	100	10	10	1000	10	1000	10	10	
2015	1915	100	10	10	1000	10	1000	10	10	
2016	1916	100	10	10	1000	10	1000	10	10	
2017	1917	100	10	10	1000	10	1000	10	10	
2018	1918	100	10	10	1000	10	1000	10	10	
2019	1919	100	10	10	1000	10	1000	10	10	
2020	1920	100	10	10	1000	10	1000	10	10	
2021	1921	100	10	10	1000	10	1000	10	10	
2022	1922	100	10	10	1000	10	1000	10	10	
2023	1923	100	10	10	1000	10	1000	10	10	
2024	1924	100	10	10	1000	10	1000	10	10	
2025	1925	100	10	10	1000	10	1000	10	10	
2026	1926	100	10	10	1000	10	1000	10	10	
2027	1927	100	10	10	1000	10	1000	10	10	
2028	1928	100	10	10	1000	10	1000	10	10	
2029	1929	100	10	10	1000	10	1000	10	10	
2030	1930	100	10	10	1000	10	1000	10	10	

SECRET





Speech | engineers
Lewis

3234 SO. 48TH ST. SUITE 4
LINCOLN, NE 68506
402.948.5545
www.speechlewis.com

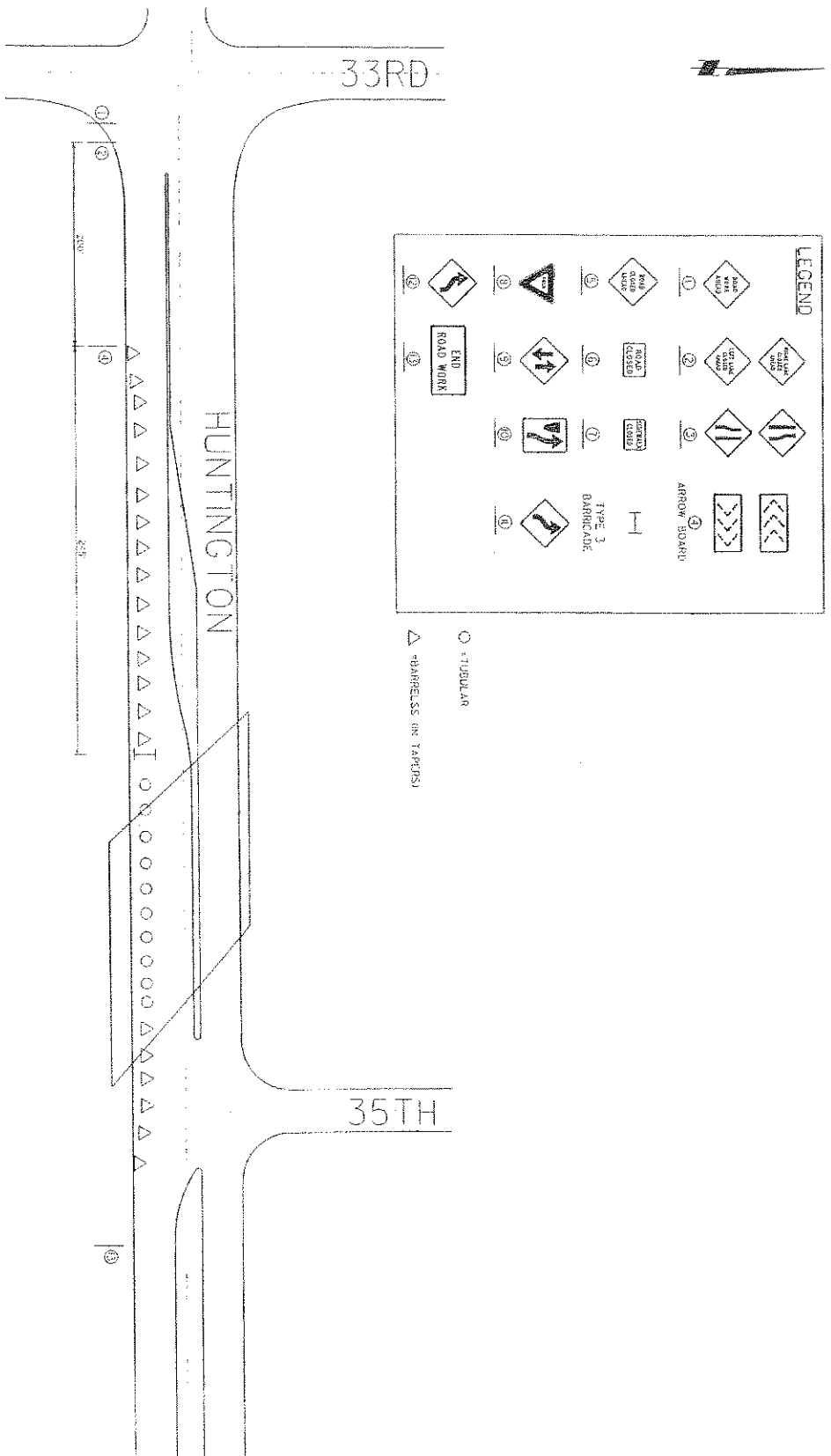
ONE EAST CAMPUS
HAWTHORNE - ALABAMA
HAWTHORNE, AL
S.N.: 01425F.310
P.N.: 51 08-05-19 50
C.N.: 12794
ICEP NO.: 008 121-05
October 2007

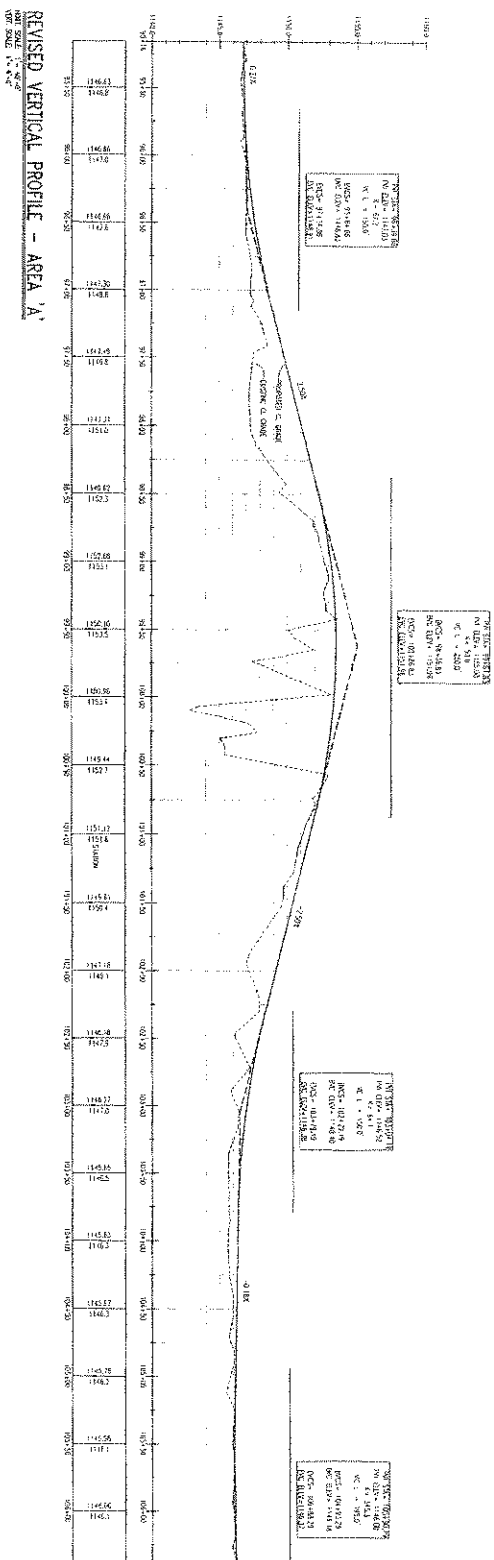


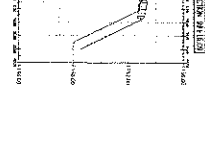
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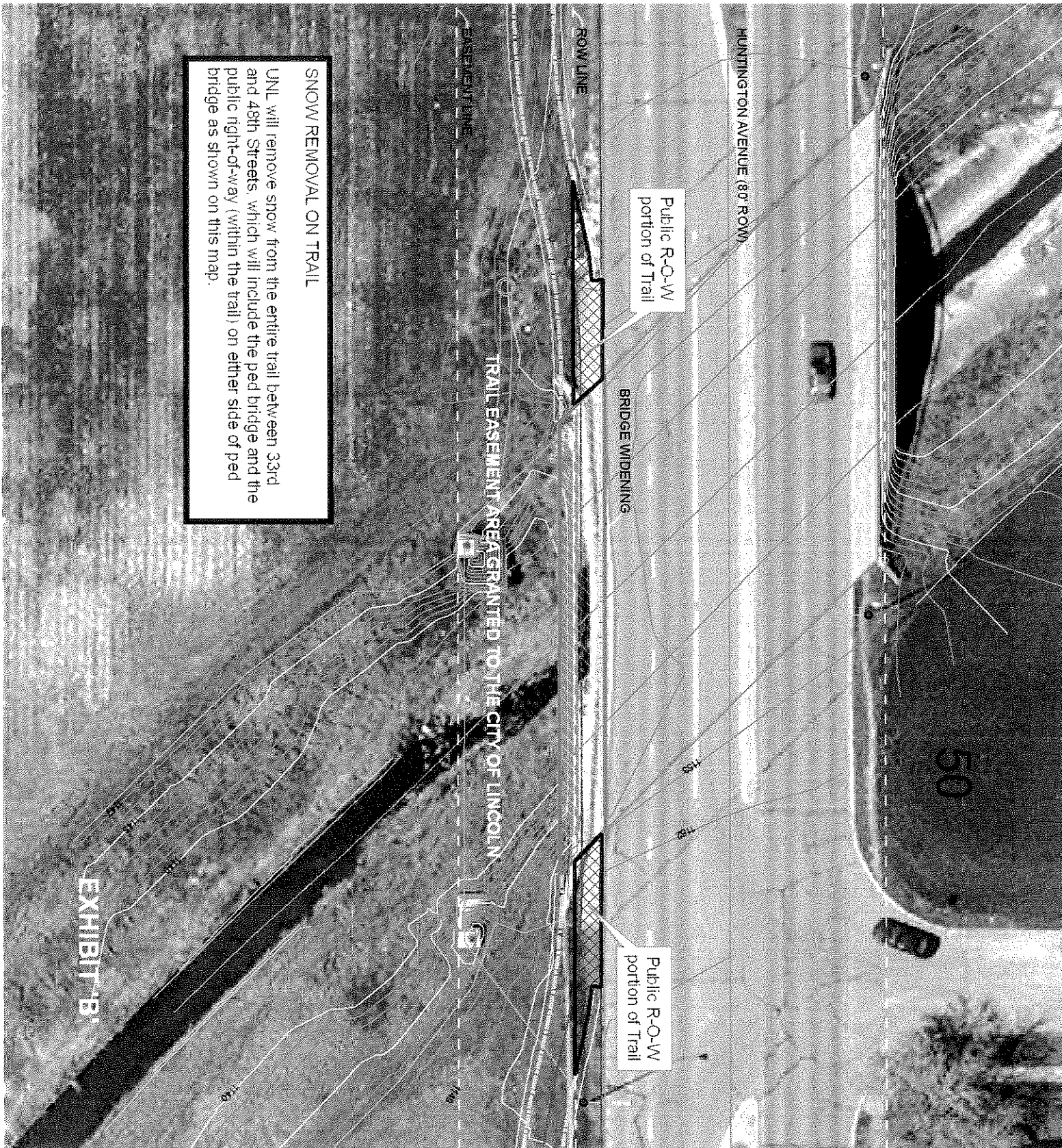
Traffic Control Plan

21









SNOW REMOVAL ON TRAIL

UNL will remove snow from the entire trail between 33rd and 48th Streets, which will include the ped bridge and the public right-of-way (within the trail) on either side of ped bridge as shown on this map.

EXHIBIT 'B'